

BOND PURCHASE AGREEMENT

Dated July ___, 2009

between

WEST VALLEY CITY, UTAH

and

WELLS FARGO BROKERAGE SERVICES, LLC

Relating to

WEST VALLEY CITY, UTAH
FRANCHISE TAX REVENUE REFUNDING BONDS,
SERIES 2009

BOND PURCHASE AGREEMENT

AN AGREEMENT, dated July __, 2009, between WEST VALLEY CITY, UTAH (the "Issuer"), and WELLS FARGO BROKERAGE SERVICES, LLC, as underwriter (the "Underwriter"), with respect to the sale and purchase of the Issuer's Franchise Tax Revenue Refunding Bonds, Series 2009 (the "Series 2009 Bonds") in the aggregate principal amount of \$_____ on the terms and subject to the conditions herein set forth:

1. Recitals.

(a) The Issuer has authorized the issuance and sale of the Series 2009 Bonds to the Underwriter and the execution of this Bond Purchase Agreement by resolution duly adopted on July __, 2009 (the "Resolution").

(b) The Series 2009 Bonds shall be in all respects as described in, and shall be issued under and secured by a General Indenture of Trust dated as of August 1, 2009 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of August 1, 2009 (the "First Supplemental Indenture" and, collectively with the General Indenture, the "Indenture"), by and between the Issuer and Zions First National Bank, as trustee (the "Trustee"). The Indenture shall be in the form approved by the Issuer in connection with the authorization of the Series 2009 Bonds.

(c) In this Bond Purchase Agreement, the term "Issuer Financing Documents" means the Resolution, the Indenture, the Series 2009 Bonds, and the Continuing Disclosure Agreement (as hereinafter defined) and this Bond Purchase Agreement.

2. Purchase of Bonds.

(a) Subject to the terms and conditions and upon the basis of the representations hereinafter set forth, the Issuer hereby agrees to sell the Series 2009 Bonds to the Underwriter and the Underwriter hereby agrees to purchase the Series 2009 Bonds from the Issuer, at the purchase price of \$_____ (being the principal amount of the Series 2009 Bonds, [plus/less] a net reoffering [premium/discount] of \$_____ and less an Underwriter's discount of \$_____). The Series 2009 Bonds shall be in the amounts, mature on the dates, bear interest, and shall be in the form as set forth in the Indenture and as summarized on Exhibit A hereto. The Series 2009 Bonds shall be in the authorized denominations and shall be as described in the Official Statement dated July __, 2009 of the Issuer relating to the Series 2009 Bonds (together with all appendices thereto, the "Official Statement"). The Series 2009 Bonds are being issued to (i) refund all of the outstanding City of West Valley Municipal Building Authority Lease Revenue Refunding Bonds, Series 1998A (the "Refunded Bonds"); [(ii) fund a deposit to a debt service reserve fund;] and (iii) pay costs of issuance for the Series 2009 Bonds.

(b) The Issuer will deliver the Series 2009 Bonds to The Depository Trust Company (“DTC”) or its agent for the account of the Underwriter at 9:00 a.m. on August __, 2009, or at such later date and time as the parties shall mutually agree upon (the “Closing Date”) duly executed, authenticated and delivered by the Issuer and against payment therefor by the Underwriter, payable in federal funds for the account of the Issuer. The payment for the Series 2009 Bonds by, and the delivery thereof to, the Underwriter shall be made at the offices of Ballard Spahr Andrews & Ingersoll, LLP, Salt Lake City, Utah, or at such other place as shall be mutually agreeable to the Issuer and the Underwriter.

(c) The Underwriter agrees to make a public offering of the Series 2009 Bonds at the initial offering prices or yields set forth on the inside cover of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2009 Bonds and offer and sell the Series 2009 Bonds to certain dealers (including dealers depositing the Series 2009 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions which stabilize or maintain the market prices of the Series 2009 Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such transactions, if commenced, at any time without prior notice.

(d) By acceptance and approval of this Bond Purchase Agreement, the Issuer hereby authorizes the use of copies of the following in connection with the public offering and sale of the Series 2009 Bonds: the Official Statement, the Continuing Disclosure Agreement and the herein referenced Preliminary Official Statement and the Indenture. The Issuer hereby agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore “deemed final” the Preliminary Official Statement dated August 5, 2009, relating to the Series 2009 Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and acknowledges and ratifies the use by the Underwriter prior to the date hereof, of the Preliminary Official Statement in connection with the public offering of the Series 2009 Bonds.

(e) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement to be dated as of the Closing Date (the “Continuing Disclosure Agreement”) between the Issuer and the Trustee, to send annually to [each repository or website then specified by the Municipal Securities Rulemaking Board (the “MSRB”)] for purposes of Rule 15c2-12, and to provide notice of certain material events to the MSRB pursuant to the requirements of Section (b)(5) of Rule 15c2-12.

(f) If at any time from the date hereof until the Closing Date, and for a period of 25 days following the “end of the underwriting period,” the beginning of which the Issuer may assume is the Closing Date unless notified otherwise by the Underwriter, any event known to the Issuer relating to or affecting the Issuer or the Series 2009 Bonds or any agreement related to the Series 2009 Bonds shall occur which might affect the accuracy or completeness of any statement of a material fact contained in the Official Statement or any document incorporated by reference therein, the Issuer shall promptly notify the Underwriter in writing of the circumstances and details of such event. The Issuer will cooperate with the Underwriter in the preparation of such amendments and supplements to the Official Statement as may be advisable, in the reasonable judgment of the Underwriter, to assure that the Official Statement as amended or supplemented will at no time include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are made, not misleading.

3. The Issuer hereby covenants, represents and warrants that:

(a) The Issuer is a political subdivision of the State of Utah and is authorized to act for the purpose of exercising the powers contained in the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”). Under the Act, the Issuer is authorized to issue the Series 2009 Bonds, and to use the proceeds thereof as described in the First Supplemental Indenture.

(b) The Issuer has complied with the provisions of the Act and has full power and authority pursuant to the Act to consummate and act with respect to all transactions contemplated by the Issuer Financing Documents, and to issue, sell and deliver the Series 2009 Bonds to the Underwriter as provided herein, [to refund the Refunded Bonds,] and to carry out and consummate all other transactions contemplated hereby and by each of the aforesaid documents.

(c) By the Resolution duly adopted by the Issuer on July __, 2009, and still in force and effect, the Issuer has duly authorized the execution, delivery and due performance of the Issuer Financing Documents, and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated thereby, and all approvals necessary in connection with the foregoing have been received.

(d) The Issuer has complied, and will be in compliance as of the Closing Date, in all respects insofar as related to the transactions contemplated hereby, with the Resolution, the Indenture and the Constitution and laws of the State, including the Act.

(e) When delivered to and paid for by the Underwriter in accordance with the terms of this Bond Purchase Agreement, the Series 2009 Bonds will have

been duly authorized, issued, executed, authenticated and delivered and will constitute the legal, valid and binding obligations of the Issuer.

(f) The execution and delivery of the Issuer Financing Documents, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of the Constitution of the State of Utah or a violation of, breach of or default under any statute, indenture, mortgage, deed of trust, lease, bond, note, loan agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property may be bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of their activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required or necessary for the consummation of the transactions contemplated by the Issuer Financing Documents have been obtained.

(g) The Issuer will apply the proceeds from the sale of the Series 2009 Bonds as and for the purposes specified in the Indenture.

(h) [With the exception of the Refunded Bonds, the Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Bonds and the Bonds enjoy a first lien and pledge on the Revenues.]

(i) There is no action, suit, proceeding or investigation at law or in equity by or before any court or public board, body or agency pending or threatened against or affecting the Issuer, the Resolution, or any of the Issuer Financing Documents, nor, to the best of the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the issuance or sale of the Series 2009 Bonds, or the validity of the Resolution, or the Issuer Financing Documents, or the transactions contemplated thereby, or any other agreement or instrument which is used or contemplated for use in the consummation of the transactions contemplated thereby, or the exemption from taxation of interest on the Series 2009 Bonds.

(j) This Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery hereof by the Underwriter, constitutes a valid, binding and enforceable obligation of the Issuer, and as of the Closing Date, the Issuer Financing Documents and any and all other agreements and instruments required to be executed and delivered by the Issuer in connection with the Series 2009 Bonds and the transactions contemplated by the Issuer Financing Documents will be in full force and effect and each will constitute a valid, binding and enforceable obligation of the Issuer.

(k) Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriter shall be deemed, in accordance with its terms, a representation and warranty by the Issuer, as applicable, to the Underwriter as to the statements made therein.

(l) The representations, covenants and warranties of the Issuer set forth in the Issuer Financing Documents and herein are, and will be on the Closing Date, true and correct in all material respects.

(m) The information contained in the Preliminary Official Statement was, as of its date, and the information contained in the Official Statement was and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2009 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions “THE SERIES 2009 BONDS—Book-Entry Only System,” or “UNDERWRITING” and in APPENDIX F thereto.

(n) The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2009 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2009 Bonds.

(o) The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2009 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2009 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

(p) Except as otherwise disclosed in the Official Statement, the Issuer is in compliance with each disclosure undertaking it has entered into pursuant to Rule 15c2-12.

4. The Issuer’s obligation to deliver the Series 2009 Bonds and to accept payment therefor will be conditioned upon the purchase of and payment for the Series 2009 Bonds in accordance herewith on the Closing Date and upon the delivery to the Issuer of the approving opinion of Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel, and will be subject to the further condition that all documents, certificates,

opinions and other items to be delivered at the closing pursuant hereto not be unsatisfactory in form and substance to Bond Counsel.

5. The Underwriter's obligations hereunder to purchase and pay for the Series 2009 Bonds will be subject to:

(a) the receipt of the documents described in Section 6 hereof at or prior to the Closing Date,

(b) the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing Date,

(c) the continued accuracy in all material respects of the representations and warranties of the Issuer contained herein as of the date hereof and as of the Closing Date, and

(d) the following conditions:

(i) No litigation shall be threatened or pending in any court:

(A) seeking to restrain or enjoin the issuance or delivery of the Series 2009 Bonds or the payment, collection or application of the proceeds thereof or other receipts and moneys pledged or to be pledged under the Indenture;

(B) in any way questioning or affecting the validity of the Series 2009 Bonds or any provisions of the Issuer Financing Documents, or any proceedings taken by the Issuer with respect to the foregoing; or

(C) questioning the Issuer's creation, organization or existence or the titles to office of any of its officers, or its power to enter into the Issuer Financing Documents.

(ii) No legislation shall be enacted by the Congress of the United States or adopted by the House of Representatives or the Senate of the Congress of the United States of America, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or favorably reported for passage to either the House of Representatives or the Senate by any Committee of either such body to which such legislation has been referred for consideration, a decision by a court of the United States of America established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made or proposed, in each case having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income

taxation, on interest received on the Series 2009 Bonds or on obligations of the general character of the Series 2009 Bonds beyond that in effect on the date hereof, which, in the opinion of the Underwriter, might materially and adversely affect the market price of the Series 2009 Bonds or the market price generally of obligations of the general character of the Series 2009 Bonds.

(iii) No committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation introduced previous to or after the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon interest received on obligations of the general character of the Series 2009 Bonds, or the Series 2009 Bonds, beyond that in effect on the date hereof, which, in the opinion of the Underwriter might materially and adversely affect the market price of the Series 2009 Bonds or the market price generally of obligations of the general character of the Series 2009 Bonds.

(iv) No legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, department or agency in the State of Utah or in any other state or in the federal government, or a decision by any court of competent jurisdiction of the State of Utah or any other state or the federal government shall be rendered that, in the opinion of the Underwriter, might materially and adversely affect the market price of the Series 2009 Bonds.

(v) No legislation shall be enacted by the Congress of the United States or adopted by the House of Representatives or the Senate of the Congress of the United States of America, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or favorably reported for passage to either the House of Representatives or the Senate by any Committee of either such body to which such legislation has been referred for consideration, or a decision by a court of the United States of America established under Article III of the Constitution of the United States shall be rendered, or a ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, in each case to the effect that the issuance, offering or sale of obligations of the general character of the Series 2009 Bonds or of the Indenture, is in violation or would be in violation, unless registered or otherwise qualified, of any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or

was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect.

(vi) No committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation introduced previous to or on or after the date hereof, which legislation if enacted in its form as introduced or as amended, would have the effect that the issuance, offering or sale of obligations of the general character of the Series 2009 Bonds or of the Indenture is in violation or would be in violation, unless registered or otherwise qualified, of any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect.

(vii) No stop order, action, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be taken, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2009 Bonds is in violation or would be in violation, unless registered or otherwise qualified, or are not exempt from registration, regulations, qualifications or other requirements of, any provision of the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect.

(viii) No event shall have occurred which, in the opinion of the Underwriter, makes untrue, incorrect or inaccurate, in any material respect, any statement or information contained in any financial statements or other information concerning the Issuer which is furnished to the Underwriter or which, if not reflected in such information, should be reflected therein in order to make the statements and information contained therein not misleading in any material respect.

(ix) None of the following events shall have occurred if, in the opinion of the Underwriter, the market price of the Series 2009 Bonds, or the market price generally of obligations of the general character of the Series 2009 Bonds, may be adversely affected thereby:

(A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(B) the New York Stock Exchange or other national securities exchange or the National Association of Securities Dealers, Inc., or other national securities association, the Municipal

Securities Rulemaking Board, or other similar national self-regulatory rulemaking Board, or any governmental authority, shall impose, as to the Series 2009 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(C) a general banking moratorium shall have been established by federal, New York or Utah authorities;

(D) a war involving the United States of America shall have been declared, or any other conflict involving the armed forces of the United States of America has escalated to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2009 Bonds;

(E) a material adverse change in the condition of the securities markets, or any other adverse change, whether of an economic, military or political nature or otherwise, shall have occurred; or

(F) any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse affect on the marketability of the Series 2009 Bonds.

6. At or prior to the Closing Date the Underwriter or the other persons indicated below must have received the following documents:

(a) Executed counterparts of the Issuer Financing Documents;

(b) The legal opinions of the following, dated the Closing Date, addressed to the Underwriter and/or the Issuer in forms satisfactory to the Underwriter:

(i) Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel, including a supplemental opinion of Bond Counsel relating to certain disclosure matters;

(ii) J. Richard Catten, Esq., counsel to the Issuer, or such other City Attorney satisfactory to the Underwriter.

(c) The Resolution certified by the City Recorder of the Issuer as having been duly adopted by the Issuer and as being in effect.

(d) A certificate of an authorized official of the Issuer, dated the Closing Date, to the effect that (i) on and as of the Closing Date, each of the

representations and warranties of the Issuer set forth in Section 3 hereof is true, accurate and complete and all agreements and obligations of the Issuer herein provided and contemplated to be performed on or prior to the Closing Date have been so performed; (ii) the executed copies of the Issuer Financing Documents and the certified copies of the Resolution authorizing the Series 2009 Bonds are true, correct and complete copies of such documents and have not been modified, amended, superseded or rescinded but remain in full force and effect as of the Closing Date; (iii) the Series 2009 Bonds have been duly authorized, executed and delivered by the Issuer; (iv) the Issuer Financing Documents and any and all other agreements and documents required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Indenture have each been duly authorized, executed and delivered by the Issuer, and as of the Closing Date each is in full force and effect; and (v) no litigation is pending or threatened to restrain or enjoin the issuance or sale of the Series 2009 Bonds or in any way contesting the validity or affecting the authority of the Issuer to issue and sell the Series 2009 Bonds, [the refunding of the Refunded Bonds, and] the authorization, execution or performance of the Issuer Financing Documents; and (vi) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect.

(e) Certificates, satisfactory in form and substance to the Underwriter, of one or more duly authorized officers of the Issuer and the Trustee, dated the Closing Date, as to the due execution of the Indenture by the authorized officers of the Issuer and the Trustee and the due authentication and delivery of the Series 2009 Bonds by the Trustee thereunder.

(f) Copies of the Official Statement executed on behalf of the Issuer by the Mayor of the Issuer;

(g) Evidence satisfactory to the Underwriter that the Series 2009 Bonds have been rated “_____” by _____;

(h) Such additional certificates, opinions, instruments or other documents as the Underwriter or Bond Counsel may reasonably require to evidence the accuracy, as of the Closing Date, of the representations and warranties herein contained, and the due performance and satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the parties in connection with the Indenture; all such certificates, instruments and documents to be satisfactory in form and substance to the Underwriter and Bond Counsel.

7. If the Issuer shall fail or be unable to satisfy the conditions of its obligations contained in this Bond Purchase Agreement, or if the Underwriter’s obligations hereunder shall be terminated for any reason permitted by this Bond Purchase

Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall be under any further obligation hereunder.

8. The Issuer agrees that all representations, warranties and covenants made by it herein, and in certificates or other instruments delivered or to be delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Underwriter notwithstanding any investigation heretofore or hereafter made by the Underwriter or on its behalf, and that all representations, warranties and covenants made by the Issuer herein and therein and all of the Underwriter's rights hereunder and thereunder shall survive the delivery of and payment for the Series 2009 Bonds.

9. All expenses and costs incident to the authorization, preparation, issuance, offer, sale or delivery, recording and filing as the case may be, of Issuer Financing Documents, including, without limitation: (i) the costs of preparation, printing and shipping the Preliminary Official Statement and the Official Statement; and (ii) the fees and expenses of Bond Counsel, Financial Advisor, accountants and Trustee; shall be paid by the Issuer on the Closing Date from proceeds of the Series 2009 Bonds, except for such fees and expenses for which the respective payees are unable to submit statements at the Closing, which shall be paid promptly upon receipt thereof by the Issuer from proceeds of the Series 2009 Bonds. The foregoing undertakings shall survive the delivery of the Series 2009 Bonds and (insofar as applicable) shall be effective whether or not any transaction hereby contemplated is consummated.

10. All notices or other communications to be given hereunder shall be in writing and, unless otherwise directed in writing, shall be addressed as follows: if to the Issuer, at 3600 Constitution Boulevard, West Valley, Utah 84119, Attention: Mayor; if to the Underwriter at 299 South Main Street, 5th Floor, Salt Lake City, Utah 84111.

11. This Bond Purchase Agreement shall be construed and enforceable in accordance with the laws of the State of Utah.

12. This Bond Purchase Agreement shall inure to and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

13. This Bond Purchase Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

14. The Issuer's obligations hereunder are subject to the performance of the obligations of the Underwriter, and the further condition that at the Closing Date the Issuer and the Underwriter shall receive the opinions of counsel and other documents required to be delivered hereby.

All on this _____ day of July, 2009.

WEST VALLEY CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

WELLS FARGO BROKERAGE
SERVICES, LLC

By: _____
Its: Senior Vice President

EXHIBIT A

\$_____

West Valley City, Utah

Franchise Tax Revenue Refunding Bonds, Series 2009

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
<u>April 15</u>		
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		